IN THE HIGH COURT OF JUDICATURE AT BOMBAY

ORDINARY ORIGINAL CIVIL JURISDICTION

NOTICE OF MOTION NO.105 OF 2002
IN
SUIT NO.3604 OF 2001

Anand Builders ..Plaintiff

Vs.

Judesh Fakirchand Jariwala & Ors. ..Defendants

Mrs.U.K.Shah i/b Mr.K.D.Shah for the plaintiff

None for the defendants

CORAM : S.U.KAMDAR, J
DATED : 10TH JANUARY, 2006

P.C.:

. The present suit is filed for specific performance of the agreement dt.7.11.86 which is at Ex.B to the plaint. The said agreement pertains to land admeasuring 793 sq.yards equivalent to 663.04 sq.metres situated at Sainath Road, Malad West Mumbai 400 064. The said land is occupied by the tenants. It is the case of the plaintiffs that out of the total consideration of Rs.8,50,000, Rs.7,51,000 has been paid but the defendants have failed and neglected to fulfil their obligation of handing over possession and also make out marketable title under the agreement. It is further the case of the plaintiffs that under

clause 17 of the agreement the parties agree that the said agreement shall be irrevocable after the payment of Rs.450000. It is further the case of the plaintiffs that plaintiffs have been receiving rent from the various tenants who are occupying the said premises and thus plaintiffs were enjoying property. It seems that one of the vendor, Smt.Shantaben Jariwala has expired and there is no correspondence from her advocate. Letters are sent to her advocate by the plaintiffs advocate which is annexed at Ex.D and E to the pliant. Motion is taken out for order Receiver and injunction. Defendant no.1 and 2 have not filed any affidavit in reply. In that view of the matter, there shall be an interim order and injunction in terms of prayer clause (b). Motion disposed of accordingly. No order as to costs.